

Monroe

AFSCME Council 61 (Mixed)

7/1/2005 6/30/2008

**Contract Negotiations Between**  
**City Of Monroe**  
**And AFSCME Iowa Council 61 LOCAL 3673-007**  
**July 1, 2005-June 30, 2008**

**Art 2**  
**Employee Definitions**

**b. Regular Full-time employees (Arrest Powers) Change to Read:** Employees of the City Police Department with the power of arrest who are scheduled to work forty (40) hours in a normal work week on a regular basis throughout the year.

**Art 9**  
**Hours of work and Overtime**

**b)** Regular full-time employees (Arrest Powers) shall receive one and one-half (1 ½) times the regular straight time rate for all hours worked in excess of ninety (90) hours in any given pay period.

**Art 11**  
**Holidays**

**11.02- Change to read:** Holidays will be paid as follows

**b)** Employees with Arrest Powers- Holidays will be paid for hours actually worked at the employee's regular straight time rate. Employees working the Holiday will receive double-time for hours actually worked.

**Art 15**  
**Sick Leave**

**15.06- Change to read:** Effective July 1, 2005 an employee who retires from the City at age 62 or older with at least 15 years of continuous service **or 18 years of continuous service may convert .....**

**15.07- ADD:** Employees may accumulate up to a maximum of 875 sick hours.

**Art 16**  
**Funeral Leave**

**e) ADD:** Employees needing more time may be eligible for an additional two (2) days funeral leave to be withdrawn from their sick leave to add to the leaves described above. These additional days will be at the discretion of the employee's supervisor and will be looked at on an individual basis

## **Art 20**

### **Insurance**

**20.01- Health Insurance-** The City agrees that during the duration of this Agreement the City shall pay 90% of the total monthly premium for all regular full time employees. The cost of the monthly premium will be done through payroll deduction.

The City agrees to pay up to Two Hundred Fifty Dollars (\$250.00) toward the employee's health insurance deductible for each insurance contract year which occurs during the duration of this Agreement. Said payment shall be made after an employee has satisfied Five Hundred Dollars (500.00) of the ~~Five Hundred Fifty Dollars (\$550.00)~~ deductible.

## **Art 29**

### **Duration of Agreement**

**29.01 Change to Read:** This Agreement shall remain in effect from July 1, 2005 and shall remain in full force and effect until it's expiration on June 30, 2008.

**20.03 Change to Read:** Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party no later than September 15, 2007 or each year thereafter that it desires to modify, amend or terminate the Agreement.

## **Appendix A**

### **Wages**

#### **EMPLOYEES WITHOUT ARREST POWERS:**

July 1, 2005 **a 3.0% wage increase across the board**

July 1, 2006 **a 3.0% wage increase across the board**

July 1, 2007 **a 3.25% wage increase across the board**

#### **EMPLOYEES WITH ARREST POWERS:**

July 1, 2005 **a 4.5% wage increase across the board**

July 1, 2006 **a 4.0% wage increase across the board**

July 1, 2007 **a 4.0% wage increase across the board**

*Terry Buckingham* *Matt [unclear]* *Brad Harder*  
*Ellen Quinink* *Nick Thomas - City Clerk*  
*Bob [unclear]* *Donald R. [unclear] - Mayor*

**AGREEMENT**

**between**

**THE CITY OF MONROE**

**and**

**LOCAL 3673-7  
AMERICAN FEDERATION OF STATE  
COUNTY and MUNICIPAL EMPLOYEES/  
IOWA COUNCIL 61, AFL-CIO**

**JULY 1, 2002 to JUNE 30, 2005**

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## AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF MONROE, IOWA**, hereinafter referred to as the "City" and/or "Employer" and **LOCAL 3673-7, AFSCME IOWA COUNCIL 61**, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the City and the Union; Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act as amended.

### ARTICLE 1 - RECOGNITION

**1.01** - The City hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the City of Monroe Police, Street, Wastewater and Park and Recreation Departments as set forth in the Iowa Public Employment Relations Board, Order of Certification Case No. 4803, dated January 15, 1993 excluding all supervisory employees and other employees excluded by the Act, and all other employees of the City.

### ARTICLE 2 - EMPLOYEE DEFINITIONS

**2.01** - The status of City employees shall be defined as follows:

- a. **Regular Full-Time Employees.** Regular full-time employees with the exception of sworn personnel are those employees regularly scheduled to work forty (40) hours per week.
- b. **Regular Full-Time Employees (Arrest Powers).** Employees of the City Police Department with the power of arrest who are scheduled to work fifty (50) hours in the normal work week on a regular basis throughout the work year.
- c. **Regular Part-Time Employees.** Regular part-time employees are those employees regularly scheduled to work twenty (20) or more hours per week but less than forty (40) hours per week.
- d. **Regular Part-Time Employees (Arrest Powers).** Employees of the City Police Department with the Power of arrest who are regularly scheduled to work specific hours but less than all of the hours in the normal work period throughout the work year.
- e. **Part-Time Employees.** Part-time employees are those employees regularly scheduled to work less than twenty (20) hours per week.
- f. **Temporary (Seasonal) Employees.** Temporary (seasonal) employees are those employees hired to perform work for a specific period of time.
- g. **Casual Employees.** Casual employees are those employees hired to perform work of an on-call basis and who have no regularly scheduled hours.

**2.02** - Regular part-time employees shall be paid the wage rate appropriate to their job classification and shall be entitled to only those benefits which are specifically enumerated in this Agreement.

**2.03** - Part-time, temporary (seasonal) and casual employees shall not be members of the bargaining unit and shall not be covered by or entitled to the benefits of this Agreement.

### **ARTICLE 3 - NON-DISCRIMINATION**

**3.01** - The City and the Union agree that there shall be no discrimination against any employee because of membership in or activity on behalf of the Union or any discrimination by the Union because of lack of membership in the Union.

**3.02** - All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 4 - EMPLOYER RIGHTS**

**4.01** - Except to the extent expressly abridged by a specific provision of this Agreement, the City shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to:

- . Plan, direct and control the work of its employees;
- . Hire, promote, demote, transfer, assign and retain employees in positions within the public agency;
- . Discipline, suspend or discharge employees;
- . To make and enforce rules for employee discipline;
- . Maintain the efficiency of governmental operations;
- . To schedule working hours and require overtime work;
- . To determine employee qualifications;
- . Relieve employees from duties because of lack of work or for other legitimate reasons;
- . To determine the size and composition of the work force;
- . To subcontract any and all work at any time;
- . To change or eliminate existing methods, equipment or facilities;



- . Determine and implement methods, means, assignments and personnel by which the City's operations are to be conducted;
- . Take such actions as may be necessary to carry out the mission of the City;
- . Initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the City by law.

## **ARTICLE 5 - UNION RIGHTS**

**5.01 -** The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the City; however, nothing contained in the Section shall be construed so as to require the City to violate any applicable law.

**5.02 - Bulletin Boards.** The City agrees to furnish suitable bulletin board space in each Department to be utilized by the Union. The Union agrees that this bulletin board shall only be used to post notices of official Union business, including, but not limited to, notice of Union meetings, elections and social events. The Union also agrees that all material to be posted will be submitted to the Coordinator-Developer prior to posting.

**5.03 - Union Visitation.** Designated representatives of the Union may, after notification to and permission of the City Coordinator-Developer or their designee, visit the City's shops and job sites to ascertain that the City is complying with the Agreement. The Union Representative shall be accompanied by a representative of the City, if the City so chooses. The Union Representative is not to interfere with the City's operation.

**5.04 - Union Steward.** The City will recognize one (1) steward and one (1) alternate selected by the Union for the purposes of investigating and processing grievances and conducting other Union business with the City. The Union will notify the City of that employee who has been designated as the Union Steward and alternate.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01 -** A grievance is defined as any matter involving an alleged violation of this Agreement by the City that arises during the term of this Agreement as a result of which the aggrieved employee alleges that his rights or privileges under the express terms of this Agreement have been violated by reason of the City's interpretation or application of the provisions of this Agreement.

**6.02 -** A grievance shall not be considered if based upon an event which has occurred or existed for a period of time greater than four (4) working days immediately prior to the date on which the grievance is first presented.

**6.03 -** The City and the Union agree to the following system of presenting and adjusting grievances, which must be presented and processed in accordance with the following steps, time limits and conditions:

**STEP 1** - The aggrieved employee with the Union Steward if they so choose, shall discuss the matter with his immediate supervisors. For the purposes of this Section the immediate supervisor in the Police Department shall be the Chief of Police. The immediate supervisor for all other bargaining unit employees shall be the City Coordinator - Developer. If the grievance is not settled in five (5) working days following discussion, the grievance shall be reduced to writing and submitted to the grievant's immediate supervisor. Otherwise it shall be considered withdrawn. The grievance shall be signed by the grievant and the Union Steward and shall set forth the nature of the dispute, the adjustment sought and shall refer to the specific provision or provisions of the Agreement alleged to have been violated. Within ten (10) working days after the receipt of the written grievance, the supervisor shall answer the grievance.

**STEP 2** - If no satisfactory settlement is reached in the first step, the grievance may be advanced to the second step provided that a written request therefore is given to the City Coordinator - Developer (provided this individual is a different person than that person named in Step 1 above) within ten (10) working days following the Step 1 answer. Within ten (10) work days after receipt of the Step 2 appeal the City Coordinator - Developer will answer said grievance in writing.

**STEP 3** - If the City Coordinator - Developer's answer in Step 1 or Step 2 does not resolve the grievance, said grievance shall be referred to the City's Personnel Committee in writing within five (5) working days following the written answer. After the Personnel Committee receives the answer and appeal, a meeting will be held between the aggrieved employee, his Union representative(s), the City Personnel Committee and the Coordinator-Developer on a date mutually agreeable to by the parties but no later than twenty (20) workdays after the date of the appeal. Within ten (10) work days after the Step 3 meeting the Personnel Committee will answer the grievance in writing.

**STEP 4** - If the City Personnel Committee's answer in Step 3 does not resolve the grievance, said grievance may be referred to arbitration on request of the Union, provided the appeal to arbitration is made in writing to the City within ten (10) working days after the date of the Step 3 answer.

**6.04** - If the grievance is appealed to arbitration, representatives of the City and the Union shall confer in and attempt to mutually agree upon an arbitrator. In the event the parties are unable to agree on an arbitrator within ten (10) working days after the Union has served the notice of appeal on the City, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. The parties shall cast lots to determine who shall strike the first name from the list and the other party shall strike one name, and thereafter the parties shall strike alternately. The person whose name remains shall be the arbitrator, provided that either party, before striking names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the hearing. The letter shall specify the issue(s) to the arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. He shall consider and decide only the particular issue(s) presented to him by the City and the Union, and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does

not involve an interpretation of the terms or provisions of the Agreement, the arbitrator shall so rule in his award. In no case may the arbitrator's award be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of this Article. The award of the arbitrator shall be final and binding on the City, the Union and the employee or employees involved. The expenses of the arbitrator, including his fee, shall be shared equally by the City and the Union.

**6.05** - It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

**6.06** - All grievances must be taken up promptly. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the City's last answer. If a grievance is not timely answered by the City, it may automatically be referred to the next succeeding step in the grievance procedure. The time limits expressed herein may be extended by mutual agreement.

**6.07** - The procedure contained in this Article shall apply to a claim that an employee is disciplined, demoted or discharged without proper cause. Any grievance concerning a suspension or discharge shall be filed at Step 3 of this procedure within three (3) work days of the occurrence.

**6.08** - All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

**6.09** - An employee and/or Union representative shall make every reasonable effort to process a grievance(s) during non-work time and the non-work time of the grievant or other employees.

## **ARTICLE 7 - SENIORITY**

**7.01 - Definition.** For the purposes of this Agreement seniority shall be defined as the period of time which any regular full-time employee has been continuously employed by the City in the bargaining unit.

**7.02 - Application of Seniority.** Where this Agreement calls for the application of seniority, the following factors shall be considered:

- a. Length of continuous service;
- b. **Qualifications.** Qualifications shall be based upon training, license/certification, skill, knowledge, ability including the present ability to perform the available work, previous experience on closely related or identical work, satisfactory production, work quality, attendance and safety records. The City shall be the judge of employee qualifications.

Where, as among employee concerned, qualifications, as defined in factor (b) are equal in the sole judgment of the City, factor (a) shall govern.

**7.03 - Layoff and Recall.** In the event of any reduction in the work force, the City shall layoff the least senior employee provided the remaining employees have the qualifications and the present ability to perform the available work. Employees shall be recalled in the reverse order of layoff provided they have the qualifications and the present ability to perform the available work. Probationary employees shall have no recall rights.

**7.04 - Probationary Period.** All newly hired regular full-time employees shall serve a probationary period not to exceed six (6) months. All newly hired regular full-time and regular part-time employees with the power of arrest shall serve a probationary period not to exceed one (1) year. Upon completion of the probationary period an employee's seniority shall be determined by their last date of hire by the City. Probationary employees may be reassigned, transferred or discharged at any time during their probationary period and shall have no recourse to the grievance contained herein.

**7.05 - Loss of Seniority.** An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a) Employee quits
- b) Employee is discharged for cause
- c) Employee retires
- d) Engaging in other work while on leave of absence of giving a false reason for obtaining a leave of absence.
- e) Three (3) consecutive days of absence without notice to the City.
- f) Failure to report to work at the end of a leave of absence.
- g) Failure to report to work within three (3) work days after being notified to return to work following layoff.
- h) Seniority rights will be forfeited after the continuous period of layoff exceeds six (6) months or the length of the employee's seniority, whichever is shorter.

## **ARTICLE 8 - PERMANENT PROMOTIONS**

**8.01** - Promotions within the bargaining unit shall be made on the basis of qualifications, training, skill, ability, physical fitness and seniority. When in the sole judgment of the City all of the other factors are equal, seniority within the bargaining unit shall be the governing factor.

**8.02** - The City shall post all permanent positions within the bargaining unit for a period of five (5) days. Employees interested in said position may fill out the required application at the City Hall.

**8.03** - The City may return a promoted employee to his prior job during his first six (6) months on the new job if he does not in the sole judgment of the City satisfactorily perform that new assignment. An employee shall have the right to refuse reclassification within the six (6) month period. An employee who refuses reclassification shall not bid for any other opening for a period of six (6) months after reclassification is declined.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

**9.01** - Nothing contained herein shall be construed as a guarantee of hours of work either per day, per week or per work cycle. The normal work schedule shall be as listed below:

**Normal Work Day** - The normal work day for all non-sworn personnel shall consist of eight (8) hours.

**Normal Work Week** - The normal work week for all non-sworn personnel shall consist of five (5) consecutive work days.

**Normal Work Day** (Sworn Personnel) - The normal work day for employees in the City Police Department shall be as established by the City.

**Normal Work Cycle (Sworn Personnel)** - The normal work cycle for employees in the City Police Department shall be as established by the City.

**9.02** - The City may alter the work schedules for any department and any and all employees covered by this Agreement. The City will not make a temporary schedule change to avoid overtime.

**9.03 - Rest Periods** - Employees regularly scheduled to work a normal eight (8) hour shift shall be entitled to one (1) fifteen (15) minute paid rest period during the first half of the shift, and one (1) fifteen (15) minute paid rest period during the second half of the shift as scheduled by the City.

**9.04 - Lunch Period** - Employees scheduled to work a shift of more than six (6) hours shall be entitled to a one (1) hour unpaid lunch period. Sworn personnel scheduled to work a regular work day shall be entitled to a one (1) hour paid lunch period. The City will

schedule the lunch period for each employee. Lunch periods shall be scheduled at such times as to provide the least disruption and most efficient scheduled operation.

**9.05 - Overtime** - The City has the right to require overtime work as may be necessary to meet the City's service needs.

**9.06 - Overtime Pay** - One and one-half (1 1/2) times the regular straight-time hourly rate will be paid for all time worked in excess of forty (40) hours in a work week, if such hours are worked at the direction or on approval of the City. Paid time off for vacation and holidays shall be counted as hours worked for the purposes of computing overtime compensation. Overtime pay for all sworn personnel in the Police Department will be administered in a manner which is consistent with the Fair Labor Standards Act (FLSA) as amended. In addition, a single certified water/wastewater operator shall be entitled to four (4) hours of scheduled weekend overtime; two (2) hours on Saturday and two (2) hours on Sunday.

**9.07 - Call-in** - Any employee called in to work after or before his regular schedule of hours shall be allowed two (2) hours of call-in time as a minimum for the number of hours worked on said call. It is understood that the City may require the called in employee to perform two (2) hours of actual work. The two (2) hour minimum shall not apply for hours worked consecutively before or after an employee's regular schedule of hours.

## **ARTICLE 10 - COMPENSATORY TIME**

**10.01** - Public Works employees covered by this Agreement may earn compensatory time of in lieu of overtime pay at the rate of one and one-half (1 1/2) hours of compensatory time for each overtime hour worked. Sworn personnel covered by this Agreement may earn compensatory time off at the rate of one (1) hour for each hour worked in excess of fifty (50) hours in any work week.

**10.02** - The maximum allowable permanent cumulative compensatory time for each employee shall be as follows:

### **Public Works**

80 hours

### **Police**

100 hours

An employee who earns in excess of the amount specified above shall be compensated for excess hour(s) at the appropriate overtime rate.

**10.03** - An employee who wishes to take compensatory time off shall give the City a three (3) day advance notice and have the approval of the Coordinator-Developer or the Chief of Police. Said three (3) day notice may be waived in the sole discretion of the City. Compensatory time shall be taken in increments of not less than one-half (1/2) day and in a manner which does not disrupt the City's operation.

## **ARTICLE 11 - HOLIDAYS**

**11.01** - Regular full-time employees of the City are entitled to paid holidays.

**11.02** - Holidays will be paid for eight (8) hours at the employee's regular straight-time hourly wage rate.

**11.03** - Holidays recognized by this Agreement shall be:

New Year's Day	Labor Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

**11.04** - In addition to the above-listed holidays, commencing July 1, 1993, all regular full-time employees (with or without arrest powers) shall be allowed one (1) floating holiday off with pay. An employee wishing to schedule this holiday shall make application to either the Coordinator-Developer and/or the Chief of Police at least three (3) days prior to the date on which the holiday is requested. All holidays so scheduled are subject to the approval of the Coordinator-Developer and/or the Chief of Police.

**11.05** - To be eligible for holiday pay, an employee must actually perform work on their regularly scheduled workday prior to and after the holiday.

**11.06** - An employee on layoff, sick leave or unpaid leave of absence is not eligible for holiday pay.

**11.07** - A recognized paid holiday shall be observed on the calendar day on which it falls, or the day designated by the recognized governmental authority.

**11.08** - Public works employees shall be compensated at one and one-half (1 1/2) times their regular straight-time hourly rate in addition to holiday pay for all work performed on a scheduled holiday.

**11.09** - Sworn personnel shall be compensated at their regular straight-time hourly rate in addition to holiday pay for all work performed on a scheduled holiday.

## **ARTICLE 12 - VACATION**

**12.01** - Permanent full-time employees of the City who have completed the required years of service, shall be eligible for vacation time off and pay as follows:

1 year of continuous service	-1 week
2 years of continuous service	-2 weeks
8 years of continuous service	-3 weeks
20 years of continuous service	-4 weeks

**12.02** - Effective July 1, 1998, permanent full-time employees of the City who have completed the required years of service, shall be eligible for vacation time off and pay as follows:

1 year of continuous service	-1 week
2 years of continuous service	-2 weeks
8 years of continuous service	-3 weeks
17 years of continuous service	-4 weeks

**12.03** - All vacations shall be taken during the twelve (12) month period following the date of accrual (employee's anniversary date). Vacation time and pay cannot be carried over from one year to the next without the approval of the City.

**12.04** - If a paid holiday falls during an employee's vacation, he will receive an additional day of paid vacation, which will be scheduled at a time mutually agreed to by the employee and the City.

**12.05** - Upon resignation or termination from employment with the City, an employee shall be paid for all vacation leave accrued but not taken, provided that the employee provides the City two (2) weeks' advanced notice in writing to the City of a voluntary termination.

**12.06** - The City shall establish a program for the scheduling of vacation periods. Employees will not be allowed to schedule any more than two (2) weeks vacation at any one time without the approval of the City.

**12.07** - Only permanent full-time employees who actually perform work for one thousand four hundred (1,400) hours or more during the twelve (12) month period after the employee's anniversary date shall be entitled to vacation time and pay.

**12.08** - Vacation pay will be at the employee's normal pay for the week for which he should have been regularly scheduled to work.

**12.09** - Vacation time off may be taken in increments of no less than one-half (1/2) day.

### **ARTICLE 13 - LEAVES OF ABSENCE**

**13.01** - A regular full-time employee may, at the sole discretion of the City, be granted a leave of absence for up to thirty (30) calendar days without pay. Said leave may be extended for like periods of time by the City. Requests for said leave and any extensions thereof stating the reason(s) for the leave and/or extension shall be made in writing to the City Coordinator-Developer or the Coordinator-Developer's designee. In no event shall any leave of absence provided for by this Section extend for more than six (6) calendar months. Upon return from a leave of absence of thirty (30) days or less, the employee shall be returned to his former job if physically able to perform the available work. The City may request the employee to undergo an independent medical examination during the leave or at its conclusion at



the City's expense to confirm the employee's medical status. If the employee's leave of absence is for more than thirty (30) days, the City will attempt to try to place the employee in a comparable job upon his return.

**13.02** - If a probationary employee is granted a leave of absence, the probationary period will be extended for a period of time which is equal to the duration of the leave.

**13.03** - An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay or accrue retirement, vacation or sick leave during the period of such leave except as otherwise provided by law.

**13.04** - Premiums for insurance normally paid by the City will be paid by the employee during the approved leave of absence if the employee elects to continue coverage. To maintain insurance coverage during a leave of absence, an employee must pay to the City the amount of the employee's monthly premium contribution. Payments required by this Section must be made to the City prior to the first day of the month for which coverage is sought. Failure to make the required payment will result in the cancellation of the employee's coverage by the City.

#### **ARTICLE 14 - MILITARY LEAVE**

**14.01** - Leaves of absence shall be granted employees who are drafted or volunteer into the Armed Forces of the United States. Said employee shall be accorded reinstatement rights in accordance with the terms of the applicable State and/or Federal statutes and regulations issued thereunder, which shall supersede any conflicting seniority provisions contained herein.

#### **ARTICLE 15 - SICK LEAVE**

**15.01** - Only regular, non-probationary full-time employees are eligible for paid sick leave. Sick leave is to be earned at the rate of one (1) day for each month of service and shall accrue on the last scheduled workday of that month. To earn said one (1) day, an employee must have worked over one-half (1/2) the scheduled workdays in that month. The maximum accumulation for sick leave will be one hundred (100) days.

**15.02** - No sick leave may be taken during the employee's probationary period.

**15.03** - The City may require a medical doctor's written statement for absences of three (3) or more consecutive days to substantiate illness or injury. Sick leave will not be used as vacation time and will only be paid at a straight-time rate for days of scheduled work that were missed due to personal illness of the employee. In the event that the City has reason to believe, because of the nature and frequency of absence, that an employee is abusing the sick leave benefit, the City may require written verification of an employee's request for sick leave and/or excused absence. If, in the discretion of the City, the employee's written verification is unsatisfactory, the City may require a medical doctor's written statement, notwithstanding the fact that the duration of the employee's absence was less than three (3) days.

**15.04** - Sick leave shall not be paid unless the City is notified of the employee's absence prior to an employee's regular starting time. Employees are required to call in on each day of absence unless otherwise authorized by the City. Notification required under this section may be given to either the City Coordinator-Developer, Chief of Police or the City Clerk.

**15.05** - Sick leave may be taken in increments of no less than one (1) hour.

**15.06** - Effective 7-1-03, an employee who retires from the City at age 62 or older with at least fifteen (15) years of service may convert 5% of his/her unused, accumulated sick leave hours to a lump sum payment at retirement. For example, the payment to an eligible employee who has 75 days of sick leave at retirement is calculated as follows: 75 days X 5% X 8 hours X hourly rate = lump sum payment.

Effective 7-1-04, employees are eligible to convert ten percent (10%) of his/her accumulated sick leave.

## **ARTICLE 16 - FUNERAL LEAVE**

**16.01** - Employees who suffer a death in their immediate family may be granted a leave of absence for the purpose of making arrangements for or attending the funeral pursuant to the following provisions:

- a. For the purposes of this Section, three (3) days will be allowed for the death of the employee's current spouse, parent, child, brother, sister, grandchild, mother-in-law, father-in-law, or an individual to which the employee stood in relationship as child to parent.
- b. One (1) day will be allowed for funeral attendance of grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- c. In no event shall the funeral leave extend more than one (1) day after the date of the funeral.
- d. Payment for days off pursuant to this Article shall be at the employee's straight-time hourly rate for regularly scheduled day(s) and/or hours of work for which the employee was properly excused.

## **ARTICLE 17 - JURY DUTY**

**17.01** - Any regular full-time non-probationary employee who is selected for jury duty shall receive a paid leave of absence for the time he spent on such days away from his scheduled work. A maximum pay of eight (8) hours pay at the employee's straight-time hourly wage will be allowed provided that the employee pays to the City an amount equal to the jury fee, excluding mileage and meal expenses that he received for jury duty. An employee who is released from jury duty prior to the end of the employee's scheduled workday shall immediately notify the City and shall report to work if so requested.

## **ARTICLE 18 - CIVIC DUTY**

**18.01** - An employee subpoenaed to appear before a court or other public body for any civil or criminal matter in which they are not personally involved, i.e., as a plaintiff or defendant, will receive full pay for any time lost from work. To receive said reimbursement any monies received for such service with the exception of mileage, parking and meal expense,

will be assigned to the City. An employee who is released from civic duty prior to the end of the employee's scheduled workday shall immediately notify the City and shall report to work if so requested.

## **ARTICLE 19 - INJURY REPORTING**

**19.01** - All work related injury and/or illness must be reported in writing to the City by the injured/ill employee or his/her co-worker(s) by the end of the following regular workday from the occurrence of the injury/illness.

## **ARTICLE 20 - INSURANCE**

**20.01 - Health Insurance** - The City agrees that during the duration of this Agreement the City shall pay 100% of the total monthly single coverage premium cost for all regular full-time employees. For employees electing additional coverage and additional monthly premium, cost shall be paid by means of payroll deduction. During the duration of this Agreement, the City retains the right to select the insurance carrier provided that the coverage remains substantially equal.

The City agrees to pay up to Two Hundred Fifty Dollars (\$250.00) toward the employee's health insurance deductible for each insurance contract year which occurs during the duration of this Agreement. Said payment shall be made after an employee has satisfied Two Hundred Fifty Dollars (\$250.00) of the Five Hundred Dollars (\$500.00) deductible.

**20.02 - Group Life Insurance** - The City agrees that during the duration of this Agreement all regular full-time employees shall be provided group life insurance in the amount of \$10,000.

## **ARTICLE 21- JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES**

**21.01** - For the duration of this Agreement the job classifications and straight-time hourly wage rates shall be established in "Appendix A" attached hereto and incorporated by reference herein.

**21.02** - Employees covered by this Agreement shall be paid every two (2) weeks twenty-six (26) times annually.

**21.03** - Vacation, sick leave and/or compensatory time days for sworn personnel shall be equal to that employee's regularly scheduled workday.

## ARTICLE 22 - PART-TIME EMPLOYEE BENEFITS

**22.01** - Regular part-time employees with arrest powers shall be provided benefits under this Agreement as follows:

**Seniority** - Seniority shall be provided on a pro rata basis computed upon a comparison of the hours actually worked by said employee and the regular work year for a full-time employee in the same job classification.

**Sick Leave** - Employees in this classification shall be provided up to five (5) days of sick leave annually. Said days shall not be cumulative from one year to another and shall be administered in a manner which is consistent with the sick leave benefit available to regular full-time employees.

**Holidays** - Employees in this classification shall receive holiday pay for scheduled work performed on a holiday recognized by this Agreement.

**Funeral Leave** - If the funeral of an immediate family member recognized by this Agreement falls on a scheduled workday the employee shall be eligible for up to one (1) day of paid funeral leave.

## ARTICLE 23 - DISCIPLINE AND DISCHARGE

**23.01** - Employees shall comply with all reasonable work rules. The City retains the right to determine and enforce reasonable rules and regulations and the right to make reasonable changes in such rules and regulations and to enforce such changes. Said rules and regulations shall be in writing and shall be posted at the City's premises at a designated location where they shall be visible to all employees. A copy of said rules and regulations and any changes thereof shall be sent to the Union.

**23.02** - Disciplinary penalties may take the form of oral reprimands, written warnings, suspension or discharge from employment. The following guidelines shall be followed:

- A) Every type of disciplinary action taken against an employee shall be based on just cause.
- B) In determining the penalty to be imposed, the City shall consider the severity or gravity of the offense and the employee's work record, including length of service and disciplinary records.

- C) In imposing discipline, the City will not take into consideration any prior infraction which occurred more than three (3) years previously, provided there are no intervening disciplinary actions in the employee's record. After written warning has been on file for one (1) year without any intervening disciplinary action, it will be removed from the employee's permanent record.

**23.03** - An employee who is suspended or discharged shall receive a written statement of the reasons for disciplinary action, a copy of which will be sent to the Union.

#### **ARTICLE 24 - DUES CHECKOFF AND INDEMNIFICATION**

**24.01** - Upon receipt of a lawfully executed written authorization from an employee, submitted to the City, which may be revoked in writing at any time in accordance with state law, the City agrees to deduct the regular monthly dues of said employee from his each pay period of the month and remit to the official designated by the Union in writing to receive said deductions after each pay period of the month. In the event the employee's pay has an insufficient amount to allow dues deduction, the City shall not be responsible for the deduction of any union dues for that month. The Union shall notify the City in writing of the exact amount of such regular membership due to be deducted. The amount of membership dues each month may only be changed by the Union one (1) time each year during the duration of this Agreement.

**24.02** - The Union agrees to indemnify and hold the City harmless against any and all claims, suit, order or judgments brought or issued against the City are a result of any action taken or not taken by the City under the provisions of this Article.

#### **ARTICLE 25 - ADVANCED EDUCATION AND TRAINING**

**25.01** - The City will reimburse an employee desiring to further his/her education and training in areas specifically related to his/her job assignment with the City as follows:

Reimbursement will be limited to the actual cost of tuition and books.

All requests for education reimbursement must be made in writing to the City prior to the start of the education and/or training program. Approval of education reimbursement shall be in the sole discretion of the City.

To be eligible for reimbursement an employee must obtain a grade of "C", the equivalent numerical grade of better, or satisfactory complete all required course work.

All training and/or assistance provided under this program shall be accomplished outside of the employee's normally scheduled working hours.

**25.02** - Notwithstanding the above, the City may, at its sole discretion, grant an employee time off from his/her regularly scheduled work hours without loss in compensation when the City requires an employee to attend an educational and/or training program. Employees who are required to attend an educational and/or training program shall be reimbursed for expenses in accordance with current City policy.

#### **ARTICLE 26 - NO STRIKE-NO LOCKOUT**

**26.01** - The City agrees that so long as this Agreement is in effect and no work stoppage has occurred, there will be no lockout. The discontinuation or curtailment of any operation for economic reasons shall not be considered a lockout. The Union, its officers, agents, members and employees covered by this Agreement agree that there will be no strikes, partial or complete, sitdowns, slowdowns, sickouts, "Blue Flu", concerted refusal to perform overtime work, stoppages or cessations of work, boycotts, or any unlawful acts of any kind that interfere with the City's operation or the delivery of City Services. Any violation of the foregoing provisions may be made the subject of disciplinary action, including discharge, without prejudice to the other rights the parties may have and such action on the City's determination of the facts on which such action is based.

**26.02** - In the event of any failure of Section 26.01 to operate effectively in any work stoppage, the State Union and the Local Union agree that they will immediately take and continue to take all possible steps to restore the City to full operation.

#### **ARTICLE 27 - SEPARABILITY AND SAVINGS**

**27.01** - If any provision of this agreement is subsequently declared by a legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, regulations or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**27.02** - Upon request of either party, the City and the Union agree to meet at the earliest possible mutually agreeable time for the purpose of negotiation and appropriate replacement for the Article, Section or portion thereof held to be invalid or unenforceable.

#### **ARTICLE 28 - WAIVER AND ENTIRE AGREEMENT**

**28.01** - The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the Union each voluntarily and unqualifiably waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. Any benefit existing prior to this Agreement is negated unless specifically incorporated in this Agreement. The Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

## ARTICLE 29 - DURATION OF AGREEMENT

29.01 - This Agreement shall be effective from July 1, 2002, and shall continue to remain in full force and effect until its expiration on June 30, 2005.

29.02 - During the life of this Agreement neither the City or the Union will be required to negotiate on any subject matter affecting this Agreement or any other subject not specifically set forth in this Agreement.

29.03 - Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before October 15, 2004. This Agreement will remain in effect from year to year after the expiration if written notice is not otherwise received.

Signed this 9<sup>TH</sup> day of MAY, 2002

CITY OF MONROE, IOWA

Donald H. Von Bockel  
MAYOR  
\_\_\_\_\_

LOCAL 3673-7,  
AFSCME IOWA COUNCIL 61

Greg A. Lewis  
Robert J. [Signature]  
\_\_\_\_\_

Acknowledgment:

Renee Von Bokern

Renee Von Bokern

**APPENDIX A**  
**JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES**

**Public Works**

- A. Effective the first full pay period after July 1, 2002, the job classification and hourly wage rates for all employees covered by this Agreement shall be:

<b><u>Job Classification</u></b>	<b><u>Start Rate</u></b>	<b><u>After Probation Rate</u></b>	<b><u>After 18 Months</u></b>	<b><u>After 36 Months</u></b>	<b><u>After 48 Months</u></b>
Grade 1	11.61	12.64	13.33	14.02	14.56
Grade 2	11.27	11.70	12.74	13.41	14.10
Grade 3	11.02	12.06	12.38	13.05	13.73

- B. Effective the first full pay period after July 1, 2003, the job classification and hourly wage rates for all Public Works employees covered by this Agreement shall be:

<b><u>Job Classification</u></b>	<b><u>Start Rate</u></b>	<b><u>After Probation Rate</u></b>	<b><u>After 18 Months</u></b>	<b><u>After 36 Months</u></b>	<b><u>After 48 Months</u></b>
Grade 1	11.96	13.02	13.73	14.44	15.00
Grade 2	11.61	12.05	13.12	13.81	14.52
Grade 3	11.35	12.42	12.75	13.44	14.14



- C. Effective the first full pay period after July 1, 2004, the job classification and hourly wage rates for all public works employees covered by this Agreement shall be:

<u>Job Classification</u>	<u>Start Rate</u>	<u>After Probation Rate</u>	<u>After 18 Months</u>	<u>After 36 Months</u>	<u>After 48 Months</u>
Grade 1	12.32	13.41	14.14	14.87	15.45
Grade 2	11.96	12.41	13.51	14.22	14.96
Grade 3	11.69	12.79	13.13	13.84	14.56

Grade 1 - Employee has skill and ability to perform all normal department work and possesses required water and wastewater certification.

Grade 2 - Employee has skill and ability to perform all normal department work and possesses one (1) certification, i.e., either water or wastewater.

Grade 3 - Employee has skill and ability to perform all normal department work but does not possess any water and/or wastewater certification.

**Police Department**

- A. Effective the first full pay period after July 1, 2002, the job classification and hourly wage rates for all Police Department employees covered by this Agreement shall be:

<u>Job</u> <u>Classification</u>	<u>Start Rate</u>	<u>After Probation Rate</u>	<u>After 18 Months</u>	<u>After 36 Months</u>	<u>After 48 Months</u>
Patrol Officer	11.73	12.01	12.29	12.55	12.90

- B. Effective the first full pay period after July 1, 2003, the job classification and hourly wage rates for all Police Department employees covered by this Agreement shall be:

<u>Job</u> <u>Classification</u>	<u>Start Rate</u>	<u>After Probation Rate</u>	<u>After 18 Months</u>	<u>After 36 Months</u>	<u>After 48 Month</u>
Patrol Officer	12.08	12.37	12.66	12.93	13.29

- C. Effective the first full pay period after July 1, 2004, the job classification and hourly wage rates for all Police Department employees covered by this Agreement shall be:

<u>Job</u> <u>Classification</u>	<u>Start Rate</u>	<u>After Probation Rate</u>	<u>After 18 Months</u>	<u>After 36 Months</u>	<u>After 48 Months</u>
Patrol Officer	12.44	12.74	13.04	13.32	13.69